CURRENT DECISIONS

BAIL—RIGHT TO RELEASE ON BAIL PENDING—PROCEEDINGS IN ERROR—JUDICIAL DISCRETION.—The defendant was convicted in the United States District Court, with other members of the I. W. W., of conspiracy to violate the Espionage Act. A writ of error having been granted, he sought enlargement on bail pending the hearing of the writ by the Circuit Court of Appeals. *Held,* that admission to bail should be denied. *United States v. St. John* (1918, C. C. A. 7th) 254 Fed. 794.

Before conviction, with a very few exceptions, admission to bail is a matter of right. After conviction, it is not. It requires a rule of court to allow bail. See Rule 34 of the Circuit Court of Appeals. Its grant is a matter of judicial discretion, usually exercised in favor of the defendant in the case of minor offenses, but generally denied when the public interests make it seem advisable. Considerations affecting the determination are the severity of the punishment, the nature of the offense, the health of the prisoner, the character of the evidence, the good faith of the assignments of error, the conduct of the accused, and the public welfare.

BILLS AND NOTES—LIABILITY OF AGENT AS MAKER—DESCRIPTIO PERSONAE.—The defendants signed a note: "Trustees of the Second Christian Church," and immediately thereunder: "X, Y, Chairman, Z." The loan for which the note was given was understood to be made to the church; the trustees had expressly told the plaintiff's agent that they could not take on individual liability, and the agent drew the note in this form with that understanding. On default, the plaintiff payee sued the church alone, and recovered judgment, but failed to realize the amount of the note. She then sued the plaintiffs, as being personally liable on the note. *Held,* that judgment must be directed for the plaintiff. Weaver, J., *dissenting. Schuling v. Ervin* (1918, Iowa) 169 N. W. 686.

The decision is as regrettable as it is amazing. It has been thought that the N. I. L. sec. 20 (sec. 3060—a20, Iowa Code Supp. 1913) which was considered by the court, had settled this question in accordance with business understanding and that of the plaintiff in this case, when she sued the church. (1918) 27 YALE LAW JOURNAL, 686. The court, however, ignoring recent Iowa decisions to the contrary, concluded by main strength that (1) the face of the note did not show what principal, if any, the trustees were signing for; (2) that the plaintiff's agent was also the agent of the trustees, so that knowledge of communications made to him could not be imputed to her; and (3) that the trustees might be held, if not as principals, then as sureties for the principal who did not appear on the note's face to be such. It would be hard to find a better commentary on the decision than the sound and forceful dissenting opinion of Weaver, J.

BILLS QUIA TIMET—CANCELLATION—INSTRUMENT VOID ON ITS FACE.—An assignment of wages to become due "from present and future employers" had ceased to have any legal effect for two reasons: (1) that the state law refused to recognize the validity of an assignment of future wages except so far as earned under an employment existing at the time of the assignment, whereas the assignor in the principal case had terminated such employment; and (2) that the state statutes limited such to the wages for the two years next ensuing, whereas in this case more than two years had elapsed since the assignment—as